CCECC BALKAN
NO. IBS-CON-2024133
Date: 2024.4.11

HIDROMONTAŽA DOO
Br. 57/24
09.04 2024 god
BEOGRAD

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Naručilac*)

i

HIDROMONTAŽA DOO, sa sedištem u Južnom Bulevaru 144/218, Beograd, Republika Srbija, Poreska identifikacija PIB br. 107086733, koju je u ovoj pravnoj stvari uredno zastupao gospodin Predrag Mihailović, direktor (u daljem tekstu: **„Podizvodjac"**)

(u daljem tekstu takođe pojedinačno označeni i kao **„Ugovorna strana"**, a zajedno kao **„Ugovorne strane"**)

Zaključuju dana 03.04.2024. godine sledeći

UGOVOR O TEHNIČKOM SAVETOVANJU - KONSALTINGU

S OBZIROM

Da je potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, između Vlade Republike Srbije, Infrastruktura Železnica Srbije (***Investitor***) i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd.,

Da su CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, i **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD** zaključili Ugovor o podizvođenju za 2021 (građevinski radovi i radovi na koloseku na deonici km76+501-km-128+849 (u daljem tekstu: ***Glavni ugovor***).

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2021 (*hereinafter referred to as Client)*

and

HIDROMONTAŽA DOO, with registered seat at Južni Bulevar 144/218, Beograd, Republic of Serbia, Tax Identification PIB No. 107086733, duly represented in this legal matter by Mr. Predrag Mihailović, director (hereinafter referred to as: "Sub**Contractor**")

(hereinafter individually also referred to as: **the "Party"** and jointly referred to as: **the "Parties"**)

reach on 03.04.2024. the following

CONTRACT FOR THE TECHNICAL CONSULTING

WHEREAS

the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (***Investor***) and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd.

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD, and **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD** concluded the Subcontract on 2021 (civil and railway engineering in section km76+501-km128+849) (hereinafter: Main Contract).

Da u skladu sa Glavnim ugovorom, Izvođač ima pravo da deo hidrauličnih radova ustupi podizvođačima.
da Izvršilac ima iskustvo sa pružanjem usluga na sličnim projektima;

In accordance with the Main Contract, the Contractor is entitled to subcontract part of the hydraulic works.
that the Service provider has experience in providing services on similar projects;

te su nakon medjusobnih pregovora Ugovorne strane izrazile obostranu želju i zainteresovanost da uspostave poslovnu saradnju na način definisan ovim Ugovorom, uz uvažavanje poslovnih interesa svake od Ugovornih strana, poštovanje principa savesnosti i poštenja i obavezu postupanja u skladu sa standardom dobrog privrednika.

after mutual negotiations the Parties have expressed their mutual desire and interest to establish business cooperation in the manner defined by this Agreement, taking into account the business interests of each of the Parties, respecting the principle of good faith and the duty to act in accordance with the standard of a good businessman.

S toga, Ugovorne strane su se sporazumele kako sledi

Therefore, the Parties agree as follows

Predmet Ugovora

Subject of this Agreement

Član 1

Article 1

Predmet ovog Ugovora je angažovanje Izvršioca za sledeće poslove

- pruži usluge tehničkog savetovanja u vezi sa radovima na vodovodnim instalacijama i hidrotehničkim radovima.

The subject of this contract is to engage the service provider for the following work:

- provide technical consulting services for works in connection with water installations and hydraulic works.

Obaveze Izvršioca

Obligations of the Service provider

Član 2

Article 2

Izvršilac je dužan da usluge pruža u interesu Naručioca i da prilikom obavljanja poslova štiti interese Naručioca, obezbeđujući primenu pravnih i tehničkih normi koje važe kao i internih akata i naloga Naručioca.

The Service provider is obliged to provide the service in the interest of the Client and to protect the interests of the Client while performing the tasks ensuring the application of legal and technical standards as well as internal acts and orders of the Client.

Izvršilac usluga treba da obezbedi odgovarajuće stručnjake za pružanje savetodavnih i

Service providers need to provide appropriate experts to provide guidance and consulting

konsultantskih usluga klijentu tokom njegovog sprovođenja predmetnog posla.

Izvršilac se obavezuje da će poslove iz člana 2. ovog Ugovora obavljati u potpunosti prema pravilima profesije, stručno i kvalitetno, u skladu sa pozitivnim propisima, odnosno odredbama Zakona o planiranju i izgradnji i pravilnicima.

services to client during his implementating of relevant work.

The Service provider undertakes to perform the tasks referred to in Article 2 of this Contract in full accordance with the rules of the profession, professionally and qualitatively, in accordance with the positive regulations, i.e. provisions of the Law on Planning and Construction, the Rulebooks.

Obaveze Naručioca

Obligations of the Client

Član 3

Article 3

Naručilac se obavezuje da u svrhu realizacije ovog ugovora dostavi Izvršiocu svu neophodnu projektnu dokumetaciju .

Client undertakes to submit to the Service Provider all necessary project documentation for the purpose of realization of this Agreement.

Član 4

Article 4

Ugovorne strane mogu raskinuti ovaj Ugovor sporazumno, zaključenjem sporazuma o raskidu Ugovora u pisanoj formi.

The Parties may terminate this Agreement by executing the agreement on termination of this Agreement in writing.

Cena predmeta ugovora

The price of the subject of the contract

Član 5

Article 5

Period vršenja usluga je određen na osnovu napretka projekta Naručioca. Cena ugovora je fiksni paušalni iznos, a vrednost je 2.000.000 dinara (bez PDV-a).
Plaćanje ovog Ugovora će se vršiti u skladu sa napretkom radova. Izvršilac usluga će izdati fakturu nakon postizanja dogovora sa Naručiocem.

The service period is determined based on the client's project progress. The price of agreement is fixed lump sum and the value is 2,000,000 dinars (without VAT).
The payment of this Agreement shall be made according to the progress of works. The service provider will issue the invoice after reaching an agreement with the client.

Poverljivost informacija

Član 6.

Ugovorne strane će čuvati kao poverljive sve informacije pribavljene prilikom pregovora za zaključenje ovog Ugovora, zaključenja ovog Ugovora, kao i prilikom realizacije prava i izvršavanja obaveza predvidenih ovim Ugovorom.

Ako u toku trajanja ovog Ugovora dođe do razmene poslovne, tehničke ili druge relevantne dokumentacije, obe Ugovorne strane su u obavezi da sa poverenom dokumentacijom postupaju sa pažnjom dobrog privrednika, uz obavezu uzajamnog čuvanja poslovne tajne.

Obaveza čuvanja poverljivih informacija iz stava 1. i 2. ovog člana ne odnosi se na informacije koje se smatraju javno dostupnim informacijama u skladu sa propisima Republike Srbije.

Ugovorne strane su saglasne da obaveza čuvanja poverljivih informacija važi u periodu od 10 (deset) godina od dana zaključenja ovog Ugovora.

U slučaju povrede obaveze čuvanja poverljivih informacija, Ugovorna strana je dužna da drugoj Ugovornoj strani nadoknadi štetu prouzrokovanu povredom pomenute obaveze.

Završne odredbe

Član 7.

Merodavno pravo za tumačenje i primenu odredaba ovog Ugovora je pravo Republike Srbije.

Confidentiality

Article 6

The Parties shall keep confidential all information obtained during negotiations for the execution of this Agreement, while entering into this Agreement, as well as during the exercise of rights and fulfillment of obligations determined by this Agreement.

In case the Parties exchange business, technical and other relevant documents in the course of this Agreement, the Parties shall manage the entrusted documents in accordance with the standard of a good businessman, and with the mutual obligation of confidentiality.

The obligation to keep confidential all information referred to in the paragraphs 1 and 2 of this Article does not include the information considered as publicly available information in accordance with the regulations of the Republic of Serbia.

The Parties agree that the obligation to keep confidential information will be valid during the period of 10 (ten) years from the date of entering into this Agreement.

In case of failure to keep confidential information, the Party is obliged to compensate the other Party for the damages caused by violation of confidentiality.

Final provisions

Article 7

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia.

Na sva pitanja koja nisu izričito regulisana ovim Ugovorom primenjivaće se odredbe Zakona o obligacionim odnosima i drugih pozitivnopravnih propisa Republike Srbije.

All matters not governed by this Agreement shall be governed by the provisions of the Law on Contracts and Torts and other applicable regulations of the Republic of Serbia.

Član 8.

Nepunovažnost jedne ili više odredaba ovog Ugovora neće uticati na punovažnost ostalih odredaba i samog Ugovora.

Article 8

Invalidnes of one or more provisions of this Agreement shall in no manner affect the validness of other provisions and the entire Agreement.

Član 9.

Svi amandmani na ovaj Ugovor važe samo ako se obe strane dogovore u pisanoj formi.

Article 9

All amendments to this Agreement shall be valid only if agreed by both parties and made in writing.

Član 10.

Sporove koji nastanu u vezi sa primenom i tumačenjem odredaba ovog Ugovora, Ugovorne strane će nastojati da reše sporazumno.

U slučaju da Ugovorne strane ne uspeju da svoje sporove reše mirnim putem, Ugovorne strane će svoje sporove rešavati pred Privrednim sudom u Beogradu.

Article 10

All disputes relating the implementation and interpretation of the provisions of this Agreement the Parties shall intend to resolve amicably.

In case the Parties fail to resolve their disputes amicably, the Parties shall resolve their disputes before the Commercial Court in Belgrade.

Član 11.

Ovaj Ugovor sačinjen je u 4 (četiri) identična dvojezična primerka, na srpskom i engleskom jeziku, od kojih svaka od Ugovornih strana zadržava po 2 (dva) primerka.

U slučaju nesaglasnosti teksta ovog Ugovora na srpskom i engleskom jeziku, tekst Ugovora na engleskom jeziku će imati prednost u tumačenju.

Article 11

This Agreement has been made in 4 (four) identical bilingual counterparts, in Serbian and English language, out of which each Party shall retain 2 (two) counterparts.

In case of a discrepancy between the Serbian and English version of this Agreement, the English language version shall prevail.

Član 12.

Stavljanjem potpisa na ovaj Ugovor Ugovorne strane potvrduju da je ovaj Ugovor izraz njihove stvarne volje i prihvataju prava i obaveze nastale iz njega danom zaključenja Ugovora.

Article 12

In witness whereof, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year of the execution of the Agreement.

Naručilac / Client

Xue Hongxi
Po punomoćju od 31.12.2023 / by power of attorney dated December 31st, 2023

Izvršilac/ Service provider

HIDROMONTAŽA DOO
Južni Bulevar 144/218, Beograd
Predrag Mihailović, direktor